



Order Filed on August 19, 2021
by Clerk
U.S. Bankruptcy Court
District of New Jersey

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY**

Caption is in Compliance with D.N.J.L.BR. 9004-1
Lavin, Cedrone, Graver, Boyd & DiSipio
1300 Route 73, Suite 307
Mt. Laurel, New Jersey 08054
Regina Cohen, Esquire
Attorneys for Ally Financial Inc.
rcohen@lavin-law.com

In Re:

ANTHONY V. LEONARDO and
MARTINA L. LEONARDO

Debtors

Case No.: 18-15298(JNP)

Hearing Date: N/A

Judge: Jerrold N. Poslusny Jr.

Chapter: 13

**CONSENT ORDER RESOLVING
CREDITOR, ALLY FINANCIAL INC.'S MOTION FOR RELIEF FROM STAY**

The relief set forth on the following page, numbered two (2) through four (4) is hereby ORDERED.

DATED: August 19, 2021

A handwritten signature in dark ink, appearing to read "Jerrold N. Poslusny, Jr.", written over a horizontal line.

Honorable Jerrold N. Poslusny, Jr.
United States Bankruptcy Court

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Debtors: Anthony V. Leonardo and Martina L. Leonardo

Case No.: 18-15298(JNP)

Caption of Order: CONSENT ORDER RESOLVING CREDITOR, ALLY FINANCIAL
INC.'S MOTION FOR RELIEF FROM STAY

This Consent Order is entered into by and between the Debtors Anthony V. Leonardo and Martina L. Leonardo, by and through their counsel, Joseph J. Rogers, Esquire, and the Law Offices of Joseph J. Rogers and Ally Financial Inc., by and through its counsel, Regina Cohen, Esquire and the Law Offices of Lavin, Cedrone, Graver, Boyd & Disipio, in order to resolve Ally Financial Inc.'s Motion for Relief from Stay filed with this Court on July 20, 2021.

AND NOW COMES Ally Financial Inc., by and through their counsel, and state as follows:

Anthony Leonardo and Martina L. Leonardo (collectively, the "Debtors") financed the purchase of a 2014 Nissan Sentra, VIN: 3N1AB7AP0EY271062 (the "Vehicle") pursuant to the terms of a Retail Installment Sale Contract dated November 7, 2016 (the "Contract") which has been assigned to Ally Financial Inc.

Pursuant to the Contract, Ally Financial Inc. maintains a perfected security interest in and to: (a) the Vehicle; (b) accessories, equipment and replacement parts installed in the Vehicle; and (c) service contracts on the Vehicle.

The Debtors desire to retain possession of the Vehicle and provide adequate protection for Ally Financial Inc.'s interest in the Vehicle.

It is hereby stipulated and agreed by and between Debtors and Ally Financial Inc. as follows:

ORDERED that the Debtors are \$982.40 in post-petition arrears through and including the July 21, 2021 due payment. The Debtors acknowledges their account is in post-petition arrears in the amount of \$982.40 through and including the July 21, 2021 due payment.

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Debtors: Anthony V. Leonardo and Martina L. Leonardo

Case No.: 18-15298(JNP)

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ORDERED that the Debtors shall cure the post-petition arrears in the amount of \$982.40 plus \$500.00 in costs and fees for a total of \$1,482.40 by paying an additional payment of \$247.07 (which, along with the regular contractual payment due in the amount of \$240.67, will result in a total payment of \$487.74) monthly for six (6) months commencing with a payment due on or before August 21, 2021 and ending with a payment due on or before January 21, 2022. Said payment shall be forwarded to: Ally Financial Inc., Payment Processing Center, P.O. Box 78234, Phoenix, AZ 85062-8234.

ORDERED that the Debtors shall resume making regular monthly contractual payments in the amount of \$240.67 each, commencing with the payment due on or before February 21, 2022. Pursuant to the Contract, a late charge may be assessed for any payment not received in full within ten (10) days after it is due. Said payments shall be forwarded to: Ally Financial Inc., Payment Processing Center, P.O. Box 78234, Phoenix, AZ 85062-8234.

ORDERED that the Debtors shall make the August 21, 2021 cure payment and all future payments on time. Said payments shall be forwarded to: Ally Financial Inc., Payment Processing Center, P.O. Box 78234, Phoenix, AZ 85062-8234.

ORDERED that all payments shall be made payable to Ally and include Debtors' account number.

ORDERED that the Debtors hereby agree to maintain insurance coverage in such types and amounts as are required by the Contract until such time as all amounts due Ally Financial Inc. under the Contract are paid in full.

ORDERED that if Debtors fail to comply with any of the stipulated terms herein, or if Debtors fail to make the regular payments due and owing within ten (10) days of due date, Ally

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Debtors: Anthony V. Leonardo and Martina L. Leonardo

Case No.: 18-15298(JNP)

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Financial Inc. will give Debtors and Debtors' counsel notice by facsimile, first class mail or e-mail. Debtors will have ten (10) days to bring the account current. If the account is not brought current within the ten (10) day period, Ally Financial Inc. may be granted relief from the automatic stay imposed by 11 U.S.C. §362 with respect to the Vehicle as to the Debtors upon filing a Certification of Counsel that Debtors are in default, together with a proposed Order to the Bankruptcy Court, and serving copies of the same upon the Debtors, Debtors' counsel and Chapter 13 Trustee. It is also expressly understood that the notice and cure period provided herein, only applies with respect to Ally Financial Inc.'s ability to obtain relief from the automatic stay in this bankruptcy case and does not in any way apply to or restrict Ally Financial Inc.'s ability to pursue its rights pursuant to the Contract.

ORDERED that if for any reason Debtor(s)' case is closed, terminated, dismissed or converted, the parties hereto agree and acknowledge that the terms of this agreed/stipulated order will be null and void and the parties are returned to the status quo with their respective rights under state law and the Contract.

ORDERED that this Consent Order may be executed by facsimile and such facsimile signatures shall be deemed as originals.

ORDERED that the signature pages of this Consent Order may be executed in counterpart and all such signature pages, when attached, shall become part of the original Consent Order.

/s/ Regina Cohen

Regina Cohen, Esquire
Attorney for Ally Financial Inc.

/s/ Barbara J. Snavely

Joseph J. Rogers, Esquire 8/17/2021
Attorneys for Debtors
Barbara J. Snavely, Esquire
Law Office of Joseph J. Rogers

In re:
Anthony V Leonardo
Martina L Leonardo
Debtors

Case No. 18-15298-JNP
Chapter 13

CERTIFICATE OF NOTICE

District/off: 0312-1
Date Rcvd: Aug 19, 2021

User: admin
Form ID: pdf903

Page 1 of 2
Total Noticed: 1

The following symbols are used throughout this certificate:

Symbol	Definition
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+	Addresses marked '+' were corrected by inserting the ZIP, adding the last four digits to complete the zip +4, or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.
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Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Aug 21, 2021:

Recip ID	Recipient Name and Address
db/jdb	+ Anthony V Leonardo, Martina L Leonardo, 1214 Lacey Oak Drive, Apopka,, FL 32703-1591

TOTAL: 1

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.
Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI).

NONE

BYPASSED RECIPIENTS

The following addresses were not sent this bankruptcy notice due to an undeliverable address, *duplicate of an address listed above, *P duplicate of a preferred address, or ## out of date forwarding orders with USPS.

NONE

NOTICE CERTIFICATION

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Aug 21, 2021

Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on August 19, 2021 at the address(es) listed below:

Name	Email Address
Denise E. Carlon	on behalf of Creditor MIDFIRST BANK dcarlon@kmlawgroup.com bkgroup@kmlawgroup.com
Isabel C. Balboa	ecfmail@standingtrustee.com summarymail@standingtrustee.com
John R. Morton, Jr.	on behalf of Creditor Santander Consumer USA Inc. dba Chrysler Capital ecfmail@mortoncraig.com mortoncraigecef@gmail.com
Joseph J. Rogers	on behalf of Debtor Anthony V Leonardo jjresq@comcast.net jjrogers0507@gmail.com
Joseph J. Rogers	on behalf of Joint Debtor Martina L Leonardo jjresq@comcast.net jjrogers0507@gmail.com
Kevin Gordon McDonald	

District/off: 0312-1

User: admin

Page 2 of 2

Date Rcvd: Aug 19, 2021

Form ID: pdf903

Total Noticed: 1

on behalf of Creditor MIDFIRST BANK kmcdonald@blankrome.com bkgroup@kmlawgroup.com

Linda S. Fossi

on behalf of Creditor US Bk Cust for PC7 Firsttrust lfossi@zeitlawfirm.com
gzeitz@zeitlawfirm.com;cdillon@zeitlawfirm.com;rzeitz@zeitlawfirm.com

Rebecca Ann Solarz

on behalf of Creditor MIDFIRST BANK rsolarz@kmlawgroup.com

Regina Cohen

on behalf of Creditor Ally Financial Inc. rcohen@lavin-law.com ksweeney@lavin-law.com

U.S. Trustee

USTPRegion03.NE.ECF@usdoj.gov

TOTAL: 10